

EXHIBIT J
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The Parties agree that the Software is not fault-tolerant and is not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the planning, construction, maintenance or operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the

failure of the Software could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). Licensor and its suppliers specifically disclaim any express or implied warranty of fitness for High Risk Activities and You agree to be solely liable if the Software is used for these applications. You agree to indemnify and hold SNMPRI and its suppliers harmless from all loss, damage, expense or liability in connection with such use.

BARGAINED FOR BASES OF THIS AGREEMENT

The Parties stipulate that any installation or use of the Software constitutes acceptance of the terms of this limited warranty statement, exclusion of implied warranties, exclusive remedies, limitation of liability, and all terms of this Agreement.

EACH PARTY RECOGNIZES AND AGREES THAT THE WARRANTY DISCLAIMERS AND LIABILITY AND REMEDY LIMITATIONS IN THIS AGREEMENT ARE MATERIAL BARGAINED FOR BASES OF THIS AGREEMENT AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

Third Party Software. The Software may contain certain third party materials, technology, or other intellectual property of third party suppliers. The disclaimer of warranty and limitation of liability provisions of this Agreement shall apply to all Software in this distribution, including the Software belonging to third parties.

GENERAL TERMS AND CONDITIONS

Integration. This Agreement and future and concurrent written signed agreements with You (if any) (which include click-through agreements such as this Agreement) concerning this subject matter constitute(s) the complete and entire understanding between You and SNMPRI on this

subject matter and supersede and take precedence over all prior or contemporaneous communications, proposals, discussions, advertising, representations, and warranties, whether oral or written, and prevails over any conflicting or additional terms of any quote, order, purchase order, acknowledgement, or other communication between the Parties relating to the subject matter of this Agreement.

No modification of this Agreement will be binding, except by a subsequent written agreement signed by an authorized representative of each Party. A click-through agreement such as this Agreement is agreed to be a "written agreement" and the act of clicking an acceptance is agreed to be a signature.

Captions. The captions and section headings in this Agreement are for convenience only and do not define or limit any of the provisions herein.

Waiver. Failure or delay in enforcing any right or provision of this Agreement by either Party shall not be deemed a waiver of such right or provision or any other term in this Agreement with respect to such breach or any subsequent breaches. The exercise of any right or option under this Agreement shall not preclude or prejudice the exercising thereafter of the same or any other right under this Agreement.

Assignment and Transfers:

This Agreement is personal to You and may not be assigned or transferred without SNMPRI's prior written consent, which shall not be unreasonably withheld, and any action or conduct in violation of the foregoing shall be void and without effect. Transfers of rights under this Agreement with consent of SNMPRI are effective only upon execution of an appropriate transfer amendment. Merger or acquisition of, by, or with You involving another company is agreed to be a transfer of rights under this Agreement.

You may transfer the Software from one computer to another owned or controlled and operated by You, provided that the Software is not installed

on and not used on more than the Number of Authorized Computers at any time.

SNMPRI expressly reserves the right to assign this Agreement and to delegate any of its obligations hereunder. Without limiting the generality of the foregoing, SNMPRI may transfer its rights and obligations under this Agreement to a successor in interest of substantially all of the SNMPRI assets related to the business associated with the Software. A merger or acquisition by, of, or with another company involving the SNMPRI business associated with the Software is a permitted transfer under this provision.

Severability:

If any provision of this Agreement is held invalid by an applicable law, rule, order, or regulation of any government or by the final determination of any court of competent jurisdiction, the Parties shall attempt in good faith to reform the provision to the smallest extent necessary to allow it to be enforced to the extent permitted by law, or if it cannot be modified, the provision shall be severed and deleted from this Agreement, and the remainder of the Agreement will continue in effect.

If any remedy provided is determined to have failed for its essential purpose, all limitations of liability and exclusions of damages set forth in the Limited Warranty shall remain in effect.

Publicity:

Neither Party shall divulge the material provisions of this Agreement to any third party Person or Persons without the prior written permission of the other Party, except as required to exercise the rights contained herein or as required by law.

Disclosure by either Party of the existence of this Agreement without disclosure of its terms and conditions shall specifically be permitted and shall not constitute a breach of this

section. Nothing herein shall prohibit SNMPRI from disclosing to third parties that You are a customer. Nothing herein shall prohibit You from disclosing to third parties that SNMPRI is a supplier.

You may not use SNMPRI's name in any publications, advertisements, or other announcements without SNMPRI's prior written consent. You do not have any rights to use any SNMPRI trademarks or logos.

Notwithstanding anything to the contrary herein, each Party shall have the right to disclose the terms and conditions of this Agreement to

- a) its employees, directors, consultants, contractors, attorneys, accountants, and other professional advisors, and
- b) investors and potential investors, and to their professional advisors, only to the extent necessary in connection with a potential financing, acquisition, merger, or public offering

provided that each recipient is subject to written obligations of confidentiality which are no less restrictive than those set forth in this Agreement and each recipient has a legitimate business need to have access to the information.

Governing Law, Jurisdiction, and Exclusive Forum:

This Agreement, entered into in the State of Tennessee, and the rights and obligations of the Parties to it shall be governed by, construed, interpreted, and enforced in accordance with the common and statutory law in force in the State of Tennessee and the controlling federal laws of United States of America without regard to the principles of conflict of laws of any jurisdiction. For actions arising out of or related to the subject matter of this Agreement, the Parties hereby agree to be subject to sole and exclusive jurisdiction and venue lying in the State and Federal courts in Knox County, Tennessee, U.S.A., and hereby agree to service of process in accordance with the rules of such

courts. Nothing herein shall alter, change, or be deemed inconsistent with this application of Tennessee law as the governing law of this Agreement.

The application of the United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed and shall not govern or apply to the Software provided in connection with this Agreement, including the warranty terms herein.

The English version of this Agreement will be the version used when interpreting or construing this Agreement.

Legal Expenses: All costs and expenses, including reasonable attorney's fees, incurred by the prevailing Party to enforce any right or remedy arising out of this Agreement or in an action against the other Party based on this Agreement shall be paid by the other Party.

No Rule of Strict Construction: The Parties agree that any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this Agreement and any ambiguities in the language of the Agreement are to be resolved according to what is most reasonably their intended meaning, and not necessarily against the drafting Party.

Notices: Notices sent under this Agreement shall be sent by email to the last known email address. If and only if a mail address is known, a copy of the notice shall be mailed by regular mail. Notice shall be effective as of the day the email was sent and no indication was received of an undelivered email. If an email is sent properly, but an indication is received that the email was not delivered, the Notice is effective as of the date it was sent, but the sender shall have a duty to make a good faith effort to provide actual notice to the recipient by sending additional emails and by conducting Internet-based searches (such as via Google) for a mail address or telephone number.

Authority to Bind

By clicking and accepting this Agreement below, the person that clicks manifests his/her/its assent to the terms and conditions of this Agreement and warrants that he/she/it has the authority to bind itself and/or the Person or Persons he/she/it represents. If you are acting within the scope of your employment, You are agreeing on behalf of your employer.

Questions

Should You have any questions concerning this Agreement, or if You desire to contact SNMPRI for any reason, please write:

SNMP Research International, Inc.,
Attn: Contracts Administrator
3001 Kimberlin Heights Road
Knoxville, TN 37920-9716 USA
notices@snmp.com

Any notices or correspondences will only be effective if sent to such address.

For other matters, You may contact us via:

+1 865 579 3311
(or via facsimile: +1 865 579 6565)
(or via email: info@snmp.com)

In witness whereof, You and SNMPRI agree to the terms and conditions of this Agreement, as set forth above.

signed: /s/ SNMP Research International, Inc. /s/
(The foregoing is an electronic signature)

16 September 2008 - 01

SNMP Research International

AMENDMENT 1 TO LICENSE AGREEMENT

This Amendment 1 ("Amendment 1"), entered into in the State of Tennessee, is by and between SNMP Research International, Inc. (hereinafter "SNMPRI") a Tennessee corporation, with principal offices at 3001 Kimberlin Heights Road, Knoxville, Tennessee 37920-9716, Broadcom Inc., (hereinafter "Broadcom"), with corporate offices at 1320 Ridder Park Dr, San Jose, CA 95131, and CA, Inc., d/b/a CA Technologies, a Broadcom Company (hereinafter "CA"), with corporate offices at 1320 Ridder Park Dr, San Jose, CA 95131.

Recitals:

WHEREAS, SNMPRI previously entered into click to accept Software License Agreements on various dates with CA for:

1. 37 licenses of Distributed SNMP Security Pack Server, and
2. 176 licenses of CIAgent,

(collectively the "License Agreement"); and

WHEREAS, Broadcom acquired CA in an all stock transaction that closed on November 5, 2018, and

WHEREAS, CA is a wholly owned subsidiary of Broadcom, and

WHEREAS, the acquisition of CA by Broadcom was a transaction that should have triggered the requirement for an amendment to the License Agreement, and

WHEREAS, CA wishes to continue to use the licensed Software pursuant to the terms of the License Agreement, and

WHEREAS, SNMPRI desires to allow the transfer of the License Agreement pursuant to the terms of this Amendment 1, and

WHEREAS Broadcom will not be a licensee under the License Agreement;

Now, THEREFORE, SNMPRI, Broadcom, and CA (each a "Party" and collectively the "Parties"), in consideration of the forgoing recitals and the terms and conditions herein, agree as follows:

1. Application of License Agreement

- (a) All provisions of the License Agreement not specifically altered or replaced by this Amendment 1 shall remain in full force and effect. Terms defined in the License Agreement shall retain their definition in this Amendment 1.

April 16, 2020

1

SNMP Research International, Incorporated

3001 Kimberlin Heights Road Knoxville, Tennessee 37920-9716

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Voice: +1 865 579 3311 Fax: +1 865 579 6565 E-mail: info@snmp.com

- (b) Wherever the provisions of this Amendment 1 and the License Agreement may be contradictory, the provisions of this Amendment 1 shall have precedence over the provisions of the License Agreement.

2. Licensee

As of the Effective Date of this Amendment 1:

- (a) Subject to the terms and conditions of this Amendment 1 and the License Agreement, SNMPRI agrees to allow a one time transfer of the License Agreement due to the acquisition of CA by Broadcom.
- (b) CA hereby continues to assume all of its rights and responsibilities in and under the License Agreement as the sole licensee.
- (c) CA is an entity duly incorporated and validly existing, and in good standing under the laws of the State of Delaware, and is duly qualified to do business in each jurisdiction in which it does business, and nothing in the acquisition by Broadcom was intended to change such status.
- (d) The License Agreement shall only be valid as to CA's business units and product lines, to the extent previously licensed to CA as of the effective date of the Broadcom acquisition, and not to any of Broadcom's business or product lines.
- (e) Broadcom may conduct business transactions with SNMPRI, such as issuing purchase orders, reporting royalties, and renewing software service agreements on behalf of CA.
- (f) Broadcom agrees that this Amendment 1 or its acquisition of CA does not provide Broadcom with any rights in the License Agreement or the Software licensed thereunder without further written amendment agreed to by the Parties. Broadcom agrees not to attempt to assert any rights in the License Agreement or the Software licensed thereunder. Furthermore, Broadcom agrees not to use or distribute the Software licensed under the License Agreement separate from the CA products and CA business. Broadcom understands that any use or distribution of the licensed Software outside of the CA business will constitute a violation of the terms of the License Agreement and SNMPRI's intellectual property rights in the Software.
- (g) Should CA cease being a subsidiary of Broadcom, Broadcom shall notify SNMPRI and shall agree to satisfy the requirements of the Assignment and Transfers section of the License Agreement.

April 16, 2020

3. Notices

CA's contact information shall remain the same as the information specified in the purchasing documents or download request, but its corporate address shall be as indicated in the first paragraph of this Amendment 1.

4. Location of the Software

The Software will remain located at the physical site or sites as explicitly specified in the purchasing documents or download request and the license rights under the License Agreement may be exercised at such physical site or sites.

CA shall inform SNMPRI before the Software is moved to a different site or to an additional site. Additional charges may apply.

5. Administrative Fee

CA shall pay SNMPRI a one-time administrative fee in the amount of \$0 (USD) within 30 days of the latest of the dates of the signatures, below. No additional fees or charges shall be required to effect this transfer.

6. Entire Agreement

This Amendment 1 and the License Agreement are the complete and entire understanding between the Parties on the subject matter of this Amendment 1, and supersede all prior agreements, whether written or oral, concerning the subject matter hereof.

7. Recitals

The Recitals are hereby incorporated into this Amendment 1 by reference.

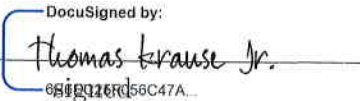
8. Effective Date

The Effective Date of this Amendment 1 is November 5, 2018.

April 16, 2020

ATTEST:

LICENSEE: CA Technologies

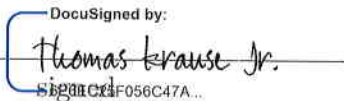
BY: 
Thomas Krause Jr.
Printed/Typed

TITLE: _____

DATE: Apr-20-2020

ATTEST:

PARENT OF LICENSEE: Broadcom Inc.


BY: 
Thomas Krause Jr.
Printed/Typed

TITLE: _____

DATE: Apr-20-2020

ATTEST:

LICENSOR: SNMP Research International, Incorporated

BY: 
Jeffrey D. Case
Acting Chief Operating Officer

DATE: 4/29/2020

April 16, 2020